28/04/2022

Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

सूची क्र.2

दुय्यम निबंधक : Joint S.R. Karjat 2 फाईल क्रमांक : 518/2022 नोदंणी : Regn:63m

	गावाचे (Village Name) : Mamadapur
(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed
(2) कर्जाची रक्कम (Loan amount)	Rs.1717000/-
(3) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) (Property Description)	1) Corporation: कर्जन Other details: Building Name:DECENT APARTMENT, Flat No:303, Road:VILLAGE MAMDAPUR, NERAL BADLAPUR ROAD, Block Sector:, Landmark: (Survey Number: 151 ; Plot Number: 12 ;)
(4) क्षेत्रफळ (Area)	1) Carpet Area :33.59 Square Meter
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: BHAVESH MAHENDRAKUMAR VORA Age: 46, Address: Building Name:GARDEN VIEW CHS, Flat No:51/1523, Road:NEAR PANTNAGAR POLICE STATION, PANT NAGAR, City:GHATKOPAR, State:MAHARASHTRA, District:MUMBAI, Pin:400075, PAN: AACPV1738J
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: STATE BANK OF INDIA Address: RACPC GHATKOPAR (RGH), MUMBAI
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage)	12/03/2022
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	25/03/2022
(9) फायलींग नंबर (Filing No.)	518/2022
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.5300/-
(11) फायलींग शुल्क (Filing Amount)	Rs.9200/-
(12) Date of submission	15/03/2022
(13) शेरा (Remark)	-

543/956 पावती Original/Duplicate Friday, February 25, 2022 नोंदणी क्रं. :39म 6:08 PM Regn.:39M पावती हे.: 1080 दिनांक: 25/02/2022 गावाचे नाव: ममदापूर दस्तऐवजाचा अनुक्रमांक: कजर2-956-2022 दम्तऐवजाचा प्रकार : विक्री करारनामा सादर करणाऱ्याचे नावः श्री. भावेश महेंद्रकुमार वोरा - -नोंदणी फी रु. 19500.00 दस्त हाताळणी फी ক. 2000.00 पृष्ठांची संख्या: 100 एकूण: হ. 21500.00 2 आपणास मूळ दस्त ,थंवनेल प्रिंट,मुची-२ अंदाजे 6:28 PM ह्या वेळेस मिळेल. 2 सह दुय्यम निबंधक कर्जत क.२ वाजार मुल्य: रु.1371000 /-मोवदला रु.1950000/-भरलेले भुद्रांक शुल्क : रु. 117000/-

 1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 2502202205110 दिनांक: 25/02/2022 बँकेचे नाव व पत्ता:
 2) देयकाचा प्रकार: eChallan रक्कम: रु.19500/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013666939202122E दिनांक: 25/02/2022 बँकेचे नाव व पत्ता: ।



25/02/2022

सूची क्र.2

दुष्यम नियंधक : दु.नि. कर्जन 2 दस्त क्रमांक : 956/2022 गोदंणी : Regn:63m

गावाचे नाव: ममदापूर					
(1)विलेखाचा प्रकार	विक्री करारनामा				
(2)मोबदला	1950000				
ू(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आजारणी देतों की पटटेदार ते नमुद करावे)	1371000				
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेझे नाव:रायग्रह इतर वर्णन :, इतर माहिती: मौजे.ममदापुर,ता.कर्जत,जि.रायगड येथील सर्व्ह नं.151,प्लॉट नं.12या विनशेतीम्मिळकतीवर बांधण्यात आलेली डिसेन्ट अपार्टमेंट या इमारतीमधील तिसऱ्या मजल्यावरील सदनिका नं.302 ज्याचे क्षेत्र 33.59 चौ.मी कारपेट मिळकत येणेप्रमाणे.((Block Number : 302 ;))				
(5) ধীৰদত	1) 33.59 चौ.मीटर				
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.					
(7) वस्तऐवज अरुग देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता.	1): नाब:-मे.डिसेन्ट बिल्डर्स अँड डेव्हलपर्स तर्फे भागिदार थी.शहजाद अहमद गिदीकी वय:-43; पना:-प्लांट नं: -, माळा नं: -, इमारतीचे नाव: रा.रूम नं.47,हनीफ चाळ,कुरेश नगर हिल,कुर्ला ईस्ट,मुंबई, व्यॉक नं: -, सेंड नं: -, महाराष्ट्र, मुग्वई, पिन कोड:-400070 पॅन नं:-BAKPS1764C				
(8)दम्नऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-श्री. भावेश महेंद्रकुमार वोरा विय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा.पंसनगर पोलिस स्टेशन च्या बाजूला,51/1523,गार्डन व्हिए,सी.एच.एस,घाटकोपर,मुंवई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र. गुम्बई. पिन कोड:-400075 पॅन नं:-AACPV1738J				
(9) दस्तऐवज करुन दिल्याचा दिनांक	25/02/2022				
(10)दस्त भोंदणी केल्याचा दिनांक	25/02/2022				
(11)अनुक्रमांक,खंड न पृष्ठ	956/2022				
(12)वाजारभावाप्रमाणे मुद्रांव शुल्क	117000				
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	19500				
(14)श्रंग -					

मन्त्रांकनामाठी विचारात घेतलेला तपशील:-:

गढ़ांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagarpanchayal or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



de le कर्जत क्र.२ सह दुय्यम नि

Valuation Report Page

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		मूल्यांक	न पत्रक (ग्रामीण क्षेत्र - बांधीव	3)	
Valuation ID 20.	2202257512			1	25 February 2022,04:57:20 P
मूल्यांकनाचे वर्ष जिल्हा तालुक्याचे नांव मांवाचे नांव क्षेत्राचे नांव	2021 रायगड कर्जल ममदापुर-ऑन् Rural	बेवली	ан араны тара тара тара тара тара тара тара тар	सर्वे गंबर /न. भू क्रमांक :	
वार्षिक मूल्य दर तक्त्यानु खुली जमीन 1760		कार्यालय	दुकाने -	औद्योगीक -	भोजमापनाचे एकक चौ. मीटर
वांधीव क्षेत्राची माहिती गिळकतीचे क्षेत्र - बांधकामाचे वर्गीकरण- उद्धवाहन सुविधा -	36.949 वी. मीटर 1-आर सी सी आहे	गिळकतीचा वापर- गिळकतीचे वय - गजला -	निवासी सदनिका 0 TO 2वर्षे 1st To 4th Floor		ोवा प्रकार- बॉधीव बॉधकामाचा दर- Rs.4760/-
घशा-यानुसार मिळकरी	वा प्रति चौ. भीटर मूल्य	- (वार्षि	01/2018 क मूल्यदर * घंसा-यानुसार टक्वे 0 * (100 / 100)) * 1	व्वारी)* मजला निहाय घट/व	lld
धराा-सानुसार मिळकरी	वा प्रति चौ. भीटर मूल्य	- (वार्षि	क गूल्यदर * घसा-यानुसार टक्वे 0 * (100 / 100)) * 1	5वारी)* भजला निहाय घट/व	lic
घसाऱ्यानुसार मिळकती मजला निहाय घट/बाढ	वा प्रति चौ. भीटर मूल्य	त्वर —(वार्षि (3710) — Rs.3	क गूल्यदर * घसा-यानुसार टक्वे 0 * (100 / 100)) * 1	व्वारी)* मजला निहाय घट/व	lic
	वा प्रति चौ. गीटर गूल्य	।दर(वार्षि (3710) Rs.3 	क मूल्यदर * घंसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/-	व्यारी)* मजला निहाय घट/व	រា៤
गजला निहाय घट/वाढ	वा प्रति चौ. गीटर गूल्य	।दर(वार्षि (3710) Rs.3 	क भूल्यदर * घंसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/- 00 Rs.37100/- 1ूल्य दर * मिळकतीचे क्षेत्र	व्वारी)* मजला निहाय घट/व	រា៥
गजला निहाय घट/वाढ	वा प्रति चौ. गीटर गूल्य	त्वर(वार्षि (3710) Rs.3 	क भूल्यदर * घंसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/- 00 Rs.37100/- दूल्य दर * मिळकतीचे क्षेत्र 49	व्वारी)* मजला निहाय घट/व	116
गजला निहाय घट/वाढ	3,18,19	iदर(वार्षि (3710) Rs.3 	क मूल्यदर * घंसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/- 00 Rs.37100/- 10 Rs.37100/- 19 7/-	то т К — с ток т (3) т Т	
गजला निहाय घट/बाढ ४)- गुखर मिलकतीचे मूल्य	3,18,19	iदर(वार्षि (3710) Rs.3 	क भूल्यदर * घंसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/- 00 Rs.37100/- दूल्य दर * मिळकतीचे क्षेत्र 49	то т К — с ток т (3) т Т	
मजला निहाय घट/बाढ ८)- मुख्य मिळकतीचे मूल्य Applicable Rules :	3 ,18,19 = 118,19 - 118,19 - 118,19	iदर(वार्षि (3710) Rs.3 	क भूल्यदर * घेसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/- 00 Rs. 37100/- 1ूल्य दर * मिळकतीचे क्षेत्र 19 0/- 1]बसील वाहन सळाचे मूल्य + खुंदिस्त व मूल्य - सळासाचे मूल्य + खुंदिस्त व	то т К — с ток т (3) т Т	
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मजला निहाय घट/बाढ ८)- मुख्य मिळकतीचे मूल्य Applicable Rules :	3 ,18,19 = gest filos η _c et + φυιές Λ + Β +	दर(वार्षि (3710) Rs.3 	क मूल्यदर * घेसा-यानुसार टक्के 0 * (100 / 100)) * 1 7100/- 00 Rs.37100/- 10 Rs.3710	то т К — с ток т (3) т Т	

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CHALLAN MTR Form Number-6



GRN MH013666939202122E BARCODE	T		III Dat	e 25/02/2022-11:5	51:56	For	n ID	25	.2	
Department Inspector General Of Registration				Payer Detai	ils					
Stamp Duty	<u>.</u>	TAX ID / TAN	l (lf Any)	-						
Type of Payment Registration Fee		PAN No.(If Ap	plicable)	AACPV1738J						
Office Name KJT_KARJAT SUB REGISTRAR		Full Name		BHAVESH MAHEN	NDRA	ким	AR V	ORA		
Location RAIGAD										
Year 2021-2022 One Time		Flat/Block N	o.	FLAT NO 302	Tł	IIRD	FLC	DOR	DEC	SENT
) Premises/Bu	ilding	APARTMENT						
Account Head Details	Amount In Rs.									
0030046401 Stamp Duty	117000.00	000.00 Road/Street VILLAGE MAMDAPU		PUR	R TAL KARJAT					
0030063301 Registration Fee	19500.00	9500.00 Area/Locality DIST RAIGAD								
*	-	Town/City/District								
		PIN			4	1	0	1	0	1
		Remarks (If	Any)			L				1
		PAN2=BAKPS1764C~SecondPartyName=SEAHJAD AHMED SIDDIOUI~)UI-		
DEFACEO										
T426500.00		•								
136500.00		-								
CEFACEO	_	Amount In	One Lak	h Thirly Six Thousa	nd Fi	ve Hu	ndred	Rupe	ios O	
Total	1,36,500.00	Words	nly							
Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK								
Cheque-DD Details		Bank CIN	Ref. No.	00040572022	2985	THE ABAR	- S1	BR		
Cheque/DD No.		Bank Date	RBI Date	25/02/202	高3	ST	alle	riffe	3	राउ।
Name of Bank		Bank-Branch		STATE BANKO		164%	AL.	दुस	1	
Name of Branch))	Scroll No. , Date Not Verified (जे Scroll Parties)		गु(२) जयते	1	2				
					Ka	amd	AT-?	X	16028	35100
Department ID : NOTE:- This challan is valid for document to be regis सादर: चतान केवळ दुरयम निबंधक कार्यालयात नोदणी नाही .	stered in Sub Regi करावयाच्या दस्तां	strar office or साठी लागु आ	ily. Not y हे . नोदंप	al a chaldenear a	ea ao	HLCI.	EIGE.	<u>T</u> [6]0	ा लाग २]
				e	y 8	27	2	02	à	
Challan Defaced Details				~0	3	l) C	$\overline{0}$	Ì	

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
	UD) 543 050	0006646893202122	25/02/2022-18:08:11	IGR149	19500.00
1	(iS)-543-956	0006646695202122	2010212022 10.00.11	1.00101110	

GRN:	MH013666939202122E	Amount : 1,36,500.00	Bank : STATE BANK O	F INDIA	Date :	25/02/2022-11:51:56
.2	(iS)-543-956	0006646893202122	25/02/2022-18:08:11	IGR149		117000.00
		<i>P</i>	Total Defacement Amount			1,36,500.00

HESU वा मुद्रा 7 ш EE सत्यमेव जयते KARJAT-2 7. W. J 2 wara. P 5 2022 9 N C ()

Page 2/2

Print Date 25-02-2022 06:18:14

	Receipt of Docume	nt Handling Charges
PRN	2502202205110	Receipt Date 25/02/2022
an amoi be regis	unt of Rs.2000/-, towards Documer tered on Document No. 956 dated R. Karjat 2 of the District Raigarh.	IMAR VORA, Mobile number 8460285106, nt Handling Charges for the Document to 25/02/2022 at the Sub Registrar office
		Payment Date 25/02/2022
Bank Nar	me SBIN	
Bank Nar Bank CIN		REF No. CHI7851823



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CHALLAN MTR Form Number-6



GRN MH01366693920212	2E BARCODE				Date 25/02/	2022-11	:51:56	For	rm ID	;	25.2	
Department Inspector Gene	eral Of Registration	1			Pa	ayer Deta	alls					
Stamp Dut Type of Payment Registratio			TAX ID /	TAN (If An	y)							
			PAN No.(I	f Applicabl	e) AACPV17	738J						
Office Name KJT_KARJAT	SUB REGISTRAR		Full Nam	e	BHAVES	H MAHE	NDRA	KUN	IAR V	ORA		
Location RAIGAD						l.						
Year 2021-2022 One	e Time		Flat/Block	«No.	FLAT N	10 302	2 T H	IIRD	FLC	DOR	DE	CENT
			Premises	/Building	APARTM	ENT						
Account Head	Details	Amount in Rs.										
0030046401 Stamp Duty		/ 117000.00	Road/Stre	et	VILLAGE	MAMDA	PUR	TAL P	(ARJ/	١T		
0030063301 Registration Fee		19500.00	Area/Loca	lity	DIST RAI	GAD						
•		/	Town/City	/District								
			PIN				4	1	0	1	0	1
~			Remarks (lf Any)							L	
			PAN2=BAH	(PS1764C-	-SecondPart	tyName=	SEAH	JAD	AHME	ED S	IDDIC	201~
			Amount In	One La	kh Thirty Six	Thousan	nd Five	e Hun	dred I	Rupe	es O	
Total		1,36,500.00	Words	nly								
Payment Details S	TATE BANK OF I	NDIA		F	OR USE IN	RECEIV	NG B	ANK				_
Cheq	ue-DD Details		Bank CIN	Ref. No.	00040572	2022022	58544	2 CH	(\$931	7755	5	
Cheque/DD No.			Bank Date	RBI Date	25/02/202	22-11:24	:53	No	ot Verif	fied v	with R	BI
Name of Bank			Bank-Branc	h	STATE B	ANK OF	INDIA					
Name of Branch			Scroll No.,	Date	H Not Ver	ied with	Scroll					_
Department ID : NOTE:- This challan is valid for सदर चलन केवळ दुख्यम निबंध गृही -	document to be क कार्यालयात नो	registered in Sub Regis दणी करातयाच्या दस्तार			वर्ष के alid for unre ही न करावर			No. : imen ਠੀ ਦ	t. दर च	८४॥ लन	६०२८१ लागु	5106

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Print Date 25-02-2022 11:53:21

Department of Stamp & Registration, Maharashtra								
	Receipt of Document Handling Charges							
PRN	2502202205110	Date	25/02/2022					
amount of F	om BHAVESH MAHENDRAKUMAR Rs.2000/-, towards Document Handli n the Sub Registrar office S.R. Karja	ing Charges for t	he Document to be registered					
	Payment	Details						
Bank Name	SBIN	Date	25/02/2022					
			CHI7851823					
Bank CIN	10004152022022504766	REF No.	011/03/023					



1.1

Flat No. 302, Third Floor

In "DECENT APARTMENT" At - Mamdapur,

Actual Value Rs. 19,50,000/-Market Value Rs. 13,71,000/-

Stamp Duty Rs. 1,17,000/-

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mamdapur, Tal – Karjat, Dist – Raigad on this 25th day of February 2022.

BETWEEN

M/S DECENT BUILDERS & DEVELOPERS THROUGH ITS AUTHORIZED PARTNERS MR. SEAHJAD AHMED SIDDIQUI, Age - 45,(PAN NO.BAKPS1764C) Indian Inhabitant, Residing At Room No 47, Hanif Chawl, Quresh Nagar, Hill, Kurla [E] Mumbai 400070. Hereinafter called and referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm his/her/their executors and administrators and the survivor of them the heirs, executors and administrators of the last survivor) of the ONE PART;

AND

MR.BHAVESH MAHENDRAKUMAR VORA, Age - 47, (PAN NO. AACPV1738J) An Adult, Indian Inhabitant/S,Residing/Having His/Her/Their Address :- Near Pantnagar Police Station,51/1523, Garden View C.H.S, Ghatkoper East, Pant Nagar, Mumbai -400075. hereinafter called and referred to as the "PURCHASER/S"(which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their





heirs, executors, administrators, assigns/its successors and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs, executors, legal representatives, administrators and assigns/its successors and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being)**of the SECOND PART.**

AND WHEREAS M/S DECENT BUILDERS & DEVELOPERS, through its Partners 1)MR. SEAHJAD AHMED SIDDIQUI taken herein under mentioned Non Agricultural land property bearing Survey No. 151 Plot No.12,Area 434.00 Sq.Mtr, for development which is situated at village Mamdapur, Tal. Karjat, Dist. Raigad, said development agreement was registered at sub registrar office by its registration bearing no. 1776/2017.

AND WHEREAS M/S DECENT BUILDERS & DEVELOPERS prepared the plan of the said building and submitted for approval to the competent authorities. The Raigad Zilla Parishad, Alibaug has granted the permission construction, of vide its office order राजिप/ग्रापं/नेसविप्रा/१७१/२०१७ दि. २६/०४/२०१७ as such the building No. plan is approved by Town planning Alibaug Raigad, M/S BUILDERS 85 DEVELOPERS commenced/completed the construction of the building as per approved plan, thereon.

AND WHEREAS the Developers / Builder has entered into standard agreement with an Architect registered with the council of Architect and such agreement is as per the agreement prescribed by the council of Architect. Whereas the Developers / Builder has appointed an Architect and a structural Engineer for the preparation of the structural design and drawing of the

buildings and he accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the Promoter have proposed to develop the said Property by constructing buildings of Ground plus Four storied building named **"DECENT APARTMENT"** hereinafter referred to as the said Property more particularly described in the First Schedules hereunder written.

1. **AND WHEREAS** the Karjat Tahsildar, order dated 25/08/1981 bearing order no. 81/LNA-SR-318, issued for conversion of land in to non agricultural Purposes.

2. The plan for constructing the buildings on the said Property are duly sanctioned by the Town planning office alibag consisting of the building having Ground plus four floors;

3. The PROMOTER is entitled to sale all the saleable flats, premises, and rights and benefits out of the said land for such price and terms and conditions as it deems fit and proper.

4. The PROMOTER through their Architect **Vastu Rachna consultancy** (Registered with the Council of Architecture), having his/ her address at. 1ST floor, Yogeshwari Apartment, B wing, above Mahad Bank, Opp. Karjat, Muncipal Karjat, have prepared building plans by initially utilizing permissible FSI and have already started the construction of the Sale building (herein after referred to as **'the said Building'**) upon the portion of said Property in accordance with the revised letter of intent, layout and plans sanctioned by the Authority and/or further approvals and /or necessary amendments thereof, subject to the compliance of the conditions and direction which may be issued by the said Authorities from time to time;

5. <u>The Title Report dated 09/09/2017</u> issued by <u>Advocate</u> A.P.DUKARE in respect of right of the development of the said



Property of Village Mamdapur, Taluka Karjat, District –Raigad is annexed and marked as **Annexure-'----'** hereto;

6. The Promoter have appointed **ATUL KUDTARKAR AND ASSOCIATES** as RCC Consultants and have entered into standard Agreement for carrying out construction of the said Building/s and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s. The Promoter have also appointed Chartered Account to maintain the accounts for the said Project.

7. The Purchaser/s is / are informed and is aware and hereby accepts that the Promoter are free and entitled to amend and/or modify the said plans and add to the said Building as may be possible and permissible. Provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat agreed to be purchased by the Purchaser/s hereunder and as permissible/ required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

8. The said Project is an ongoing Project the Promoter shall apply for the registration of the said Layout forming the part of the said Project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Promoter are awaiting the registration no. **P52000018828**.

9. The PURCHASER/S being interested/agree to purchase the Residential flat in the said Building being constructed has /have approached the PROMOTER and on perusal of the plans and documents, title, and specifications he/she/they has/have approved and booked the Flat No.302, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT" the terms and conditions hereinafter referred and

therefore requested to the PROMOTER to sell the same to the

Purchaser/s and the Purchaser/s hereby declares that prior to the execution of this Agreement, the PROMOTER have given him/her/them the complete inspection of the entire set of title, deeds, layout, plans, all documents etc. of the said Property and are fully satisfied about the right/title of the PROMOTER, all plans sanctioned by the authorities, the designs, specifications etc., submitted to authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

- a) The Purchasers has demanded and the Promoters have given to the Purchasers a complete inspection and also handed over the copy of the following documents :- Nature of Development work and the PROMOTER rights, and title of the said Properties and encumbrances thereto, along with all relevant documents;
- b) Nature and particulars of fixtures, fitting and amenities to be provided in the said building & Flat/s etc, to be constructed on the portion of said Properties are set out in the list annexed and marked as **Annexure-'C'** hereto;
- c) All particulars of design and material to be used in construction of the said building;
- d) The natures of organization of person to be constituted and to which the title to be passed, being a Co-operative society governed by the provision of Maharashtra Cooperative Societies act, 1960. and the rules there under as per approval of the Rehabilitation Scheme;

e) The various amounts that are to be paid inter-alia towards the ground rent, betterment charges, land revenue assessment, development charges, Lease Charges, municipal deposits, municipal/Grampanchayat and other taxes and water and electricity charges including water

deposit and electricity deposit , which would be for the time being in force;

- f) Commencement Certificate bearing No.
- g) Authorities approved plans for construction up to Ground +Four Floor;
- All plans and specifications duly approved and sanctioned by the authority of the sale building to be constructed on the said Properties;
- i) Properties Cards issued by the concerned Authorities;
- j) Survey Plans of the said Properties;
- k) Demarcation Plan of the said Properties;
- Title Certificate etc.
 - 1. The Purchasers has/have satisfied himself/herself/itself hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the PROMOTER title to the said Properties as also the rights of the PROMOTER to sell the Flats/Shops on ownership basis and the Purchasers shall not raise any requisitions or objections hereinafter; The Purchasers/ has / have, by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said Properties as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.



The PROMOTER has got Commencement Certificate to construct said buildings as per sanction plan. The PROMOTER will obtain further C.C. to construct remaining work on upper floors in the said sale building from the Concern authorities if permitted. The unit

Purchasers is aware that the PROMOTER will construct

more than sanction plan if permitted at any time in future after obtaining further C.C. from collector of Raigad. The Purchasers shall not object to work on additional floors being constructed and sold by the PROMOTER at any time in future;

10. The Purchaser/s has/have satisfied himself/herself/itself hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the PROMOTER title to the said Property as also the rights of the PROMOTER to sell the Flats/Shops on ownership basis and the Purchaser/s shall not raise any requisitions or objections hereinafter; The Purchaser/ has / have, by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoter to the said Property as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

11. The PROMOTER has got Commencement Certificate to construct a said building consisting Ground + Four Floors. The PROMOTER will obtain further C.C. to construct remaining work on upper floors in the said sale building from the Concern authorities as per layout and/or amended approved plan. The unit Purchaser/s is aware that the PROMOTER will construct remaining work on upper floors at any time in future after obtaining further C.C. from concern authority. The Purchaser/s shall not object to work on additional floors being constructed and sold by the PROMOTER at any time in future;

12. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoter to the said Property, the Purchaser/s has/ have applied to the Promoter for allotment of and hereby agree/s to purchase **Flat**

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No.302, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT" (hereinafter referred to as "the said premises") and which is more particularly described in the Second Schedule hereunder written and pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) being constructed on the portion of said Property as per layout/ or amended approved plans more particularly described in the **FIRST SCHEDULE** hereunder written for a total consideration of Rs. 19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only). The Typical Floor plan of the said Premises is annexed hereto & marked as Annexure "D". (The price of the flat including the area of balcony, verandas, and proportionate price of the common areas and facilities.).

13. The carpet area of the said premises is <u>33.59 Sq.Mtr</u> The term "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser/s / Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/s /Allottee/s, but includes the area covered by the internal partition walls of the said premises. The said area is subject to permissible variation under the Act and the Rules.

14. The Purchaser/s has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and

amenities to be provided in the said premises as set out in the **Annexure 'C'** annexed hereto.

15. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

Under Section 13 of the said Act the Promoter are required to 16. execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. The Promoter has informed to the Purchaser the format for agreement for sale may be further modified in due course of time as required under the law or as may be advised by the attorney of the Promoter in light with the said Act. And the Purchasers have consented for same. The Promoter has further informed the Purchaser that Promoter at present developing "DECENT APARTMENT" having Ground floor to Four floors; under this phase and if permissible in future, under the prevailing rules at his own discretion will develop/construct additional floors and register the same as an independent project with the RERA Authorities. Both the Promoter and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project. And the Purchasers have consented for same.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this agreement.

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for

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the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoter are the Promoter and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, title, and other relevant documents required to be given by the Promoter/s under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said property and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the relevant authorities.

ADDITIONS AND ALTERATION: з.

The Promoter shall under normal conditions construct building/s on the said property in accordance with the said plans and specifications duly approved and sanctioned by the concerned authorities. It is agreed that the Promoter shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, Property or building, as the case may be, without the previous written consent of the Purchaser(s)/ Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the urchaser(s)/ Allottee(s) shall not challenge, dispute or raise any

objection against the said changes in the sanctioned plans. rovided further that the Promoter may make such minor additions

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or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be required by concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Property. The Promoter shall keep the said revised plans and specifications at the office of the Promoter for inspection of the Purchaser/s.

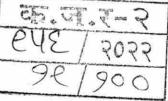
4. SALE OF PREMISES AND PAYMENT CONDITIONS:

1) 4 (a) The Purchaser/s hereby agree/s to purchase Flat No.302, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT" which is to be constructed on the portion of the said Property and pro rata share in the common areas [("Common Areas") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs.19,50,000/= (Rupees Nineteen Lakh Fifty Thousand Only). out of which Rs.2,00,000/-(Rupees Two lakh Only) was paid by the Purchaser to the Owner/Developer by Cheque/cash as a part consideration in following Manner:

Date	Name of Bank	Cheque No.	Amount
24/02/2022	I.C.I.C.I BANK	IMPS 205518885532	2,00,000/-
		TOTAL	2,00,000/-

The said price is fixed on lump sum basis and has no bearing on the actual measurement. The said area is liable to vary on actual measurement and the Purchaser shall not be entitled to claim any rebate in price if the variation in the area is upto





5%.(This price is fixed with a understanding that the Purchaser will not claim any rights on the stilt area and parking of the said building).

Balance Amount of **Rs. 17,50,000/- (Rupees Seventeen** Lakh Fifty Thousand Only) shall be paid by the Purchasers AFTER BANK LOAN within 30 Days, If loan is not sanctioned then Purchaser shall arrange the above said consideration amount as payment Schedule in Following manners given below:

4 (b) The Purchaser hereby agrees that the Promoter shall provide a Parking Space as per prevailing DCR rules. Further that the Purchaser shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter.

4 (c) The said total consideration excludes Taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, LBT, Service Tax, and Cess, GST, Stamp Duty and Registration fee (as and when made applicable) or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoter payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s)/Allottee(s) to the Promoter shall be increased/reduced based on such change / modification. Further the Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax / GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such



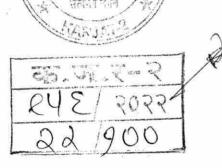
payment is not accompanied with the applicable Service Tax / GST.

- 4 (d) The Promoter shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, if asked by the Purchasers, the Promoter shall provide to the Purchaser(s) / Allottee(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.
- 4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoter agrees that while raising a demand on the Purchaser(s) /Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall on demand of the Allotte shall provide the copy of the said notification/order/rule/regulation which shall only be applicable on subsequent payments.
- 4 (f) The Carpet areas of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoter have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the



plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoter have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then Promoter shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoter shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder.

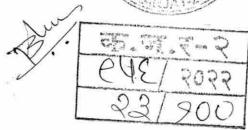
The Promoter have also informed the Purchaser/s ategorically and the Purchaser/s has/ have agreed/



51

understood that all the Rules and Regulations governing the sale of Flats/ Commercial Units by the Promoter and / or development of the said Property by the Promoter and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

- 4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoter that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department (if applicable), the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoter within the stipulated period. NOTWITHSTANDING anything contained herein, is it specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoter are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.
- 4 (i) Provided that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Purchaser shall pay an equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter to the Purchaser producing such certificate, within 4 months of the possession. Provided further that in a



case the Purchaser/s fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be within stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivables from the Purchaser/s.

5. MODE OF PAYMENT:

The payment of all the above installments/payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS Only and as per the Payment Schedule annexed hereto. The Cheque /s or Demand Draft or Pay Order should be drawn in favour of: **"M/S DECENT BUILDERS & DEVELOPERS"** and shall be sent to Office of Promoter, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoter the UTR Number, Bank details and such other details as shall be required by the Promoter to identify and acknowledge the receipt of the payment by the Promoter.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

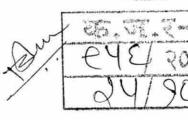
6(a) The Promoter shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoter in accordance with the payment schedule annexed hereto as **Annexure E** (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoter.

6(b)

Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to

16

the Promoter shall be the essence of this contract. Both the Promoter and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the instalments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoter and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three instalments then and in that event, the Promoter shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh instalments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoter within the time prescribed under the Act and the Rules, then the Promoter shall be entitled terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoter. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s of any Order or



judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoter shall be entitled to resell the said premise to such third person / party, as the Promoter may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resell.

6(c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoter the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she / they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

7. CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein are entitled to forfeit 20% of the total consideration for the allotment. The Promoter shall deduct Service Tax, VAT and /GST, brokerage or any other amount due and payable by the Purchaser/s and / or paid by the Promoter in respect of the said Premises. Also the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises up to the date of termination of this Agreement. However in case if the Promoter receive a credit/ refund of the service tax amount paid on this transaction, from the Statutory Authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon. Subject to the terms and conditions of mortgage NOC or any other confirmation given to



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18

any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoter to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser/s will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation.

- a. The Promoter shall be entitled to resell the said premise to such third person / party, as the Promoter may deem fit, necessary and proper.
- b. The Purchaser(s) / Allottee(s) shall cease to have any right against the Promoter in respect of the said premises or any part thereof.
- c. The Promoter shall be entitled to brokerage, if any paid by the Promoter while booking the said premises in the name of the Purchaser.
- d. The Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damaged, costs or otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/ its/their claims under this Agreement and/ or in or to the said premises.
- e. The Purchaser(s) / Allottee(s) shall not create nuisance on the site resulting in danger/damage to the said Property or life;

8. The Promoter shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked ANNEXURE "C".

9. The Agreement sets forth the entire agreement and understanding between the Purchaser(s) and the Promoter and supersedes, cancels and merges: SI

All agreements, negotiations, commitments, writings betwee (a)the Purchaser(s) and the Promoter prior to, the

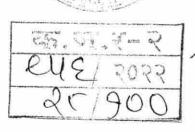
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execution of this agreement; but any document which is registered after the registration of this deed shall be binding on both parties.

- (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
- (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
- (d) The Purchaser(s) agree/s and acknowledge/s that the sample flat constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoter are not liable / required to provide any furniture, items, electronic goods, tiles, colour of wall painting, fittings, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.

10. The Purchaser(s) hereby admit and confirm that the Promoter have prior to entering into this Agreement, informed the Purchaser(s) and the Purchaser(s) has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser(s). Further prior to this Agreement, all Brochures, amphlets, Literature and/or Plans published / issued by the Promoter are not binding on the Promoter.



11. RIGHTS OF THE PROMOTER TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:

The Purchaser/s hereby agree, declare and confirm that the Promoter shall have irrevocable rights for the purpose as set out herein below & the Promoter shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the Promoter as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Promoter such right /authority to the Promoter for the purpose as set out herein below:-

- (a) The Promoter hereby declare that no part of the said Floor Space Index for the said Property has been utilized by the Promoter elsewhere in any other Property for any purpose whatsoever. The Promoter shall be entitled to consume the entire F.S.I / Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) / Additional FSI as may be available in respect of the said Property or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the portion of the said Property in accordance with the Act and Rules, as the Promoter shall think fit and proper.
- (b) In case, the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them.
- (c) In case, while developing the said Property, the Promoter have utilized any Floor Space Index of any other land or Property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index

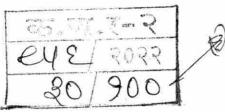
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shall be disclosed by the Promoter to the Sanctioning Authorities.

- (d) Without modifying the plan of the said Premises, the Promoter shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.
- (e) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoter rights reserved hereunder and as shall be available to the Promoter under the Act and the Rule.
- (f) The PROMOTER shall also be entitled to sell the TDR and/or DRC of the said Property or any part thereof, exclusively for its own benefit, and the Purchaser(s) / Allotee(s) /the Society of the Purchaser(s)shall not raise any objection or claims for such sale and transfer.
- (g) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoter to exploit the potentiality of the said Property, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoter even after the execution of the Deed of Assignment/ Lease/ Transfer in favour of the Co-Operative Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoter to carry out the construction and development and to utilize and exploit full potentiality of the said Property. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoter may carry out either on the grounds of





nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(h) The aforesaid provision regarding construction to be carried on in future by the PROMOTER and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser/s as member shall continue to remain in effect even after the project is completed;

12. The Promoter have further informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential /Commercial purposes and he/she/they shall not change the user of the premises. Shops shall be used for the commercial/business purpose only and shall not be utilized for residential, warehouse, etc or any such other purposes and Flat shall be used for Residential purpose;

13. PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves with intention to bind accepts and agrees himself / herself/ themselves and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with the Promoter as follows:

- (a) It is hereby agreed by the Purchaser/s that terms and conditions of any agreement executed by the PROMOTER with land owning authorities including State Government shall be binding on the Purchaser/s;
- (b) To pay to the Promoter such amounts as shall be required to pay to the concerned authority for obtaining its NOC permission for the sale of the said premises by the Promoter to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by concerned authority in this regard.

- (c) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the Promoter that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and byelaws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.
- (d) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default, all cost incurred to rectify the same shall be borne the Purchaser only.

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(e) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the concerned authority due to change in

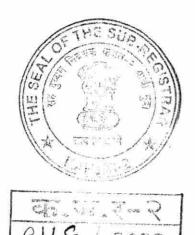


the prevalent building byelaws or on account of change in policy, then after the receipt of Building Completion Certificate from concern authority the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Promoter shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

(f) Before carrying out the interior work in the said premises, the Purchaser/s shall obtain a written consent from the Promoter and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchaser/s shall deposit with the Promoter an interest free refundable security deposit of such amount as the Promoter may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoter or is in contravention of the rules and regulations of the Concerned authorities, then the Promoter shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and / or deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, fithere is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the

interior works, the Promoter shall refund (without interest) the said security deposit to the premises Purchaser/s.

- (g) The Purchaser/s is /are aware that the Promoter are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoter shall be absolved of the obligation and the responsibility under the Act and Rules.
- (h) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if any other Authority adopts any action either against the Promoter or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoter shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoter may be entitled under the Act and Rules.
- (i) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoter to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority



26

or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoter or the society.

- (j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- (k) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Property and building in which the premises is situated.
- (I) If any time further construction is carried on, as herein before provided by the PROMOTER then he shall be entitled to sell Flat(s)/commercial units/shops in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser/s and the Co-operative Housing Society will not have any share, right, title, interest or claim therein and not be entitled to any of the aforesaid things or claim any reduction in price/consideration of said Flat/Shop agreed to be acquired by him/her/them or the compensation or damage on the ground of inconvenience or any other ground including the loss of all.

13

and/or any rights of easement. The Co-operative Society/ Association of Purchasers or Limited Company shall admit the Purchaser/s as a members of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except share money amounting to Rs. 600/- (Rupees Six Hundred only) from each of them to acquire shares of Society;

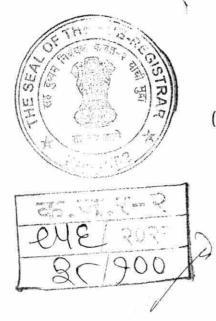
- The Transferable Development Right (T.D.R.) and/or (m) the Development Right Certificate (D.R.C.) which may be at any time issued for the said Property or any part of the Property or arising out of Development of the said Property shall always belong to the PROMOTER. The Purchaser/s or the common organization or Association of Purchaser/s or the Co-operative Society of all Purchaser/s will not have any share, right, title, interest or claim therein. The PROMOTER shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the said Property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the PROMOTER. The Purchaser/s or the common organization or Association of Purchaser/s or the Co-operative Society will not have any share, right, title, interest or claim therein;
- (n) The PROMOTER shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser/s of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchasers of all such Flats shall be admitted as the members of such Co-operative Society

with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser/s Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser/s at the time of formation and registration shall be charged from such Purchaser/s;

- (o) The aforesaid provision regarding construction to be carried on in future by the PROMOTER and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser/s as member shall continue to remain in effect even after the project is completed;
- (p) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoter under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Promoter.
- (q) The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser herein shall have right to require the enforcement thereof, no in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under Agreement. The Purchaser shall herein his/her/their rights under this Agreement of ty 01

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- (r) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.
- (s) Till the Deed of Assignment/ Lease/Transfer of the said building is executed in favour of the Society and subsequent thereto till the Promoter have completely utilized the FSI / Development potential of the portion of said Property, the Purchaser/s shall permit the Promoter, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Property & building or any part thereof to view the state and conditions thereof. During the course of construction, if the Purchaser/s is/are desirous of visiting the said Property, the Purchaser/s shall obtain a written permission from the Promoter. During such Visits to the Site, in case if there is any accident / mishap or casualty, then the Promoter will not be held responsible or liable in any manner whatsoever.



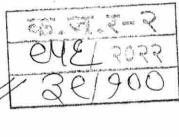
(t) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in

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respect thereof to the Promoter or to the concerned local authority or other public authority in that behalf.

- (u) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the premises agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which illegal/antisocial/anti-national etc., which may may tarnish the reputation of the PROMOTER and cause nuisance to neighbouring unit holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said premises whether directly or indirectly through his/her/their agent or tenant, the PROMOTER shall be entitled to cancel this agreement in the interest of public, peace and tranquillity and have the Purchaser evicted from the premises.
- (v) Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and will fully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoter with respect of the said premises.

(w) If due to any reason Purchaser could not pay the entire consideration and this agreement is cancelled by Promoter for any reasons mentioned hereinabove, the membership given to the Purchaser in the society shall be deemed as cancel and the Purchaser will have no right to claim anything from the Promoter.



(x) The Purchaser hereby assure and indemnity the Promoter that he or his family members has not purchase any other unit/flat in said project.

14. During the construction work of the said Building(s) / wing(s), the Promoter can commence the work on any floor or Premises or any particular wing(s) / Building(s) as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Buildings/ wings, and not the commencement of work of particular Premises.

15. RESTRICTIONS ON THE PURCHASER/S:

The Purchaser/s has / have agreed declared & confirmed with the Promoter that the Purchaser/s shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoter / that shall be approved by the Promoter. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoter in the manner and as per the specifications given by the Promoter. Accordingly, the Promoter have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoter inter-alia undertaking to use similar material and similar design to those already provided by the Hapmoter in the said premises.

Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for

other new/ additional facility/ service/s, should the

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Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoter in the manner and at the location identified and approved by the Promoter.

c. Not to put or place flower pots, Vases or any plantations outside the Windows.

d. Not to put any signage or board in the said building or any part thereof or outside the said Flat except as may be permitted by the PROMOTER and or the concern authority;

e. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, compound or open spaces.

The Lift facility in this Project shall be used as per rules of f. the Management Company/ Co-operative Society/Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoter. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoter shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his her/ their assurance and consent in it.



g. The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighbouring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoter shall not be liable for any damage in the said premises due to leakage of water and its various other after effects. h. The Purchaser/s shall not use lifts for transporting the

h. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

i. The work shall be permitted only between 10.00 a.m. to 7.00 p.m. strictly.

j. The Purchaser/s shall not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the PROMOTER liable for execution of such works;

k. The Purchaser/s shall not restrain the PROMOTER or their servants and agents from entering upon the said Flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing,

maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building

and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

1. The PROMOTER hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings or cell towers etc. on any open spaces in the said Property or said building including on the terrace and compound walls for the said purpose on such terms and conditions as the PROMOTER may desire.

16. HANDING OVER POSSESSION:

16(a) the possession of the said premises shall be given by the Promoter to the Purchaser/s upon obtaining the Part Occupation Certificate or Building Completion or Occupation Certificate and such other conditions as imposed by the Authority shall have been obtained from concern authority or body or public authority. The Promoter shall give possession of the said premises to the Purchaser/s on or before ------, subject to Force Majeure and reasons beyond the Control of the Promoter. The Promoter shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

i. War, Civil Commotion or act of God.

ii. Any notice, order, notification of the Government and / or other public or competent authority.

iii. Civil commotion, agitation by local persons, strike (full or partial).

- iv. Non availability of any vital building material including cement, steel, sand, etc.
- v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the Development of the said Property
- vi. Any suit, action, litigation, disputes restraining development of the said Property.

- viii. Any change in any law, notification, and regulation relating to the development of the said Project.
- ix. Any delay that may be caused due to any matters relating to Government Department and all other related matters.
- x. And also the Promoter shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.
- xi. Similarly, the Promoter shall not be held responsible or liable for the delay in the completion of the Project which is due to the default made by more than 25% of the Purchaser/s in the payment of the installments of the consideration of their respective premises.

xii. Other Reasonable cause.

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16(b) **PROCEDURE FOR TAKING POSSESSION:** The Promoter, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer in writing, the possession of the said premises to the Purchaser(s) / Allottee(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice/letter and the Promoter shall give possession of the said premises to the Purchaser(s) / Allottee(s).

16 (c) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoter all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and

responsible to pay to the Promoter the maintenance charges and other charges as shall be demanded by the Promoter for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

16(d) The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoter as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days written in this regard, the Promoter shall cancel the allotment of the said premises in favour of the Purchaser(s) / Allottee(s). The Promoter shall refund the amount money paid to them by the Purchaser(s) / Allottee(s) without any interest, after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

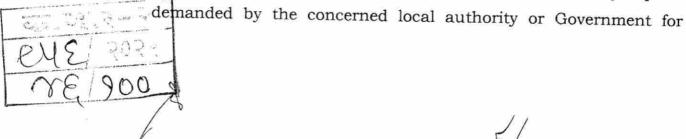
(iii) In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time meationed herein or within the time stipulated in law or granted by the Promoter, then the Promoter shall give the Purchaser/s a written notice

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/ obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoter shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

(iv) Time is of essence for the Promoter as well as the Purchaser(s) / Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Co-operative Society/Association of the Purchaser(s) / Allottee(s), after receiving the Building Completion Certificate / Occupancy Certificate or the completion certificate or both, as the case may be.

16(e) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected / provided by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Electricity Board causing delay in sanctioning and supplying electricity or due to the Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoter offering possession of the said premises to the furchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/ her/ their share of security deposit



giving water, electricity or any other service connection to the said Building in which the said premises is situate.

16(f) The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

16(g) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoter.

16(h) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoter. The Promoter will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoter have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be 35 ling stipulated under law or by the Promoter. 111 10B

17. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

17(a) Until the Co-operative society or Limited Company is not formed and portion of the said Property and the said Building is not transferred to the Co-operative society or Limited Company

Concerned Authority taxes and water charges are not fixed and / or assessed separately. the Purchaser/s agree and bind himself/herself/themselves to pay provisional monthly contribution in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoter shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoter of outgoings in respect of the portion of said and the said Building towards and on account of the Property State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the portion of the said Property and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoter against the aforesaid charges in respect of the said Premises.

17(b) The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) / Allottee(s) shall pay to the Promoter interest free deposit such provisional monthly contribution and such proportionate share of outgoing in advance for a period of 18 months of Rs. _____/- (Rupees ______ Only).PROVIDED HOWEVER

that the Purchaser/s shall pay such further amounts or amount to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so

paid by the Purchaser(s) / Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the Deed of

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Assignment/ Transfer of the said building is executed in favour of the said Co-operative society or Limited Company that shall be formed. On such Deed of Assignment/ Transfer being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Co-operative society or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Promoter shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

17 (c) The Purchaser/s of the said premises shall alone be liable to pay the Property Taxes, to the local body assessed on the said Building, Provided However that if any special taxes and/or rates are demanded by the local body or any other authority by reason of any permitted use other than for residence or any other user of the said Flat, the Purchaser/s alone shall bear and pay such special taxes and rates;

17(d) The Purchaser/s shall be liable to pay to the Promoter their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoter in respect of the said premises their proportionate outgoings, maintenance charges as the Promoter may demand from time to time without any delay or objection.

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17 (e) The Promoter shall maintain a separate account (specifically opened to collect the payments towards the advance maintenance) in respect of sums received by the Promoter from the Purchaser(s) / Allottee(s) as advance or deposit, sums received towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The amounts so collected by the Promoter shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). The Purchaser shall reimburse the amount/ payments made by the Promoter for and on behalf of Purchaser.

17(f) The Purchaser(s) / Allottee(s) authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser(s) / Allottee(s) undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

18. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

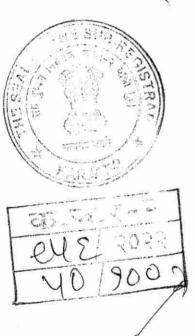
18 (i) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoter as and when demanded:

a) Legal and document charges at the time of execution of this Agreement.

Valuation report.

Development Charges / Transfer Charges / Infrastructure Development Charges payable to the Authority.

d) Stamp duty and registration charges for Deed of Assignment/Transfer.



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- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the Government authority.
- f) Electricity connection, meter deposit, or any other electricity service provider charges, cable charges and transformer.
- g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- h) Property Tax.
- Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) Service Tax, VAT, Cess, GST or any other taxes or charges levied by the State or Central Government or Semi Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

18 (ii) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer/cable laying and all other required costs, if installed by the Promoter, or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to any electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits on execution of Deed of Assignment/Transfer in favour of Co-operative society or body corporate/ organization that shall be formed, shall

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be paid over by the Promoter to the said Co-operative society or body corporate/ organization after deducting there from the amount if any payable by the Purchasers to the Promoter under and in accordance with the provisions of this Agreement. PROVIDED HOWEVER that the Purchaser/s shall pay such further amount/s to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses.

18(iii) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoter. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

18 (iv)It is understood by the Purchaser/s that whatever payments are made by the Promoter to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoter on demand.

The Purchaser/s shall, on or before delivery of possession of the said Flat, pay the PROMOTER the following amounts:

Rs.6000/-(Rupees ------ Only) Legal expenses from the date of the Agreement till the possession of the Flat are given.

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 (ii) Rs.-----/-(Rupees ----- Only)Membership fees & share money for acquiring membership rights in such registered Co-operative Society;

(iii) Rs.-----/-(Rupees ----- Only) Legal charges and other expenses for formation and registration of the Co-operative Society;

(iv)

Rs. -----/-(Rupees -----

Only) Reimbursement of the amount paid towards deposit in respect of electric meter charges, water meter charges and other incidental expenses Development Charges incurred by the Promoter;

20. The PROMOTER shall not be liable to render any account for the amount so collected above.

In addition to the above, the Purchaser/s will also bear and pay such charges, fees, expenses as may be fixed by the PROMOTER and also the taxes as may be applicable by for utilizing the additional facilities and amenities viz. Club House, fitness center, etc. as may be provided in the said building(s) by the PROMOTER.

21. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:

21(a) The Promoter have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Co_7 , operative society, the Promoter shall submit application to the Registrar for registration of the Co-operative Housing Co-operative society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law.

21(b) The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoter. The said Building shall always be known as "DECENT **APARTMENT"** and the said Co-operative society or any other body corporate or other organization determined by the Promoter on portion of the said Property shall always be known by such name as suggested by the Promoter and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoter in forming, registering and incorporating the said Co-operative society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoter may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Co-operative society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

21 (c) The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises, for forming and registering the Co-operative society or a Limited Company to be known by such name as the Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Co-operative society or Limited Company and for becoming a member, including the bye-laws of the proposed Co-operative society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of Purchaser/s. No objection shall be taken by the





EUE 2022 48/900 Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Cooperative Society shall be kept at suitable place as the Promoter may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the concerned authorities within the stipulated period.

21(d) The Promoter have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Cooperative Society or Company or Association (the said Society) and after the Purchaser/s has/have completed making the entire payment towards the cost of the said Premises and after Purchaser(s) Allottee(s) has / have complied with all the terms of this Agreement, the Promoter shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s.

21(e) In the event of the Society of the said Building is being formed and registered before the sale and disposal by the Promoter of all the premises in the said Building, the powers and authority of the Society shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold the Society and the sale thereof, as well as the commencement and completion of additional construction, if any, on the portion of said Property. The terms, conditions, covenants, stipulations and f provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall

be binding upon the society. The society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Promoter may require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

21 (g) The Purchaser/s, at the time of taking possession, agree and bind himself / herself / themselves to pay to the Promoter such amount in advance as the Promoter may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoter. The Promoter have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. The Promoter shall not be liable to render any accounts for the above maintenance charges nor shall they be liable to refund any amount to the Purchaser/s or the Co-operative Housing Society that shall be formed. On the receipt of the bill for Property tax from the local body, the Purchaser/s shall pay his/her/their proportionate share of Property tax for the said Premises immediately on demand either by the Promoter or by the Society as the case may be. After the formation of the Society and after the romoter have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society

as the case may be, all rates taxes ground rent (including additional ground rent levied by the authority in respect of the premises) dues, duties, impositions, outgoings and burdens now or

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at any time levied, assessed or imposed upon or in respect of the said Property or the said building or occupiers thereof by the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoter in that behalf.

21 (h) It is hereby agreed that the Promoter shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Flats/Premises.

21(i) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoter and/or the Co-operative Society his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

21(j) The Promoter have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeeps and all affairs relating to the day to day management of the said premises shall be looked after by the Promoter and or any other specialized agency appointed by the Promoter. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoter that all

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open spaces, Common Terrace, Common spaces of the said Property, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoter alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Deed of Assignment/ Transfer in favour of such Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoter and such Managing Committee.

21(k) The Purchaser/s is /are further aware that ultimately the Promoter herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Deed of Assignment/Transfer in favour of such Cooperative Society or Company or Association that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law.

The Advocate for the Promoter shall prepare and engross and approve the Deed of Assignment/ Transfer and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment/Transfer

or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and

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registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoter shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

21 (1) The Promoter hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Deed of Assignment/Transfer of the said Property in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats/ Commercial Units in the Building to be constructed on the portion of said Property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said is free from all encumbrances and that the Promoter Property have absolute, clear and marketable title to the said Property so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Assignment/Transfer of the portion of said Property per the Layout/Sub Division by the Promoter in favour of the said Society/Limited Company.

22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

22(a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period stipulated by Law by the Purchaser(s) / Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge. The

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Promoter have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoter shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.

22(b) The Promoter / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Promoter / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

22(c) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

22(d) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building



rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

22(c) The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The PROMOTER shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser/s of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchasers of all such Flats shall be admitted as the members of such Co-operative Society with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser/s Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser/s at the time of formation and registration shall be charged from such Purchaser/s;

22(f). IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace of the said building shall always belong to the Promoter and they shall be entitled to deal with and dispose of the same in such manner as they deem fit and proper. In the event of the Promoter obtaining permission from the concerned authorities for construction of one or more premises on the terrace of the said building, then the Promoter shall be entitled to construct by themselves and/or through their nominees such additional premises and to sell and/or deal with such premises, that be constructed by them on the terrace together with the terrace to such persons and at such rate and on such terms as the Promoter may deem fit and proper.

22(g). It is agreed by the parties that the Promoters will convey the structure of Building along with land their under and Promoter will.

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also convey all the facilities, amenities, open spaces, parking spaces, etc to the propose society which will be formed by the Promoter.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoter until the whole Property together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoter contained herein.

24. RESTRICTIONS ON TRANSFER:

24(a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

24(b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society registered or shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoter, let, sublet, transfer, assign or thart with the possession of the said premises or any part thereof.

25. FOREIGN PURCHASER/S:

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25(a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities

as laid down in Foreign Exchange Management Act, 1999, Reserve

Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable property in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

25(b) The Promoter accept no responsibility in this regard. The Purchaser(s) / Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoter shall issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only 26. **REPRESENTATIONS OF THE PROMOTER:**

The Promoter hereby represent and warrant to the Purchaser(s Allottee(s) that save as specifically mentioned herein:

(i) The Promoter have absolute, clear and marketable title in respect of the said Property and have the requisite rights to carry out development upon the said Property and the Promoter have the absolute, actual, physical and legal possession of the said Property for the Project.

(ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.(iii) There are no encumbrances upon the said Property or the

Project except those disclosed herein;

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and said premises and common areas.

(v) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

(vi)The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / atrangement with any person or party with respect to the said property , including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under

(vii) The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this

Agreement.

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his Agreement.

(viii) The said property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property.

(ix) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Promoter in respect of the said Property and/or the Project.

(xi) Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoter shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property and the said building/s and structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever. The Promoter shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said Property.

27. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

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28. NOTICES AND CORRESPONDANCE:

28(a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

MR.BHAVESH MAHENDRAKUMAR VORA

Address :- Near Pantnagar Police Station,51/1523, Garden View C.H.S, Ghatkoper East, Pant Nagar, Mumbai - 400075.

The Purchaser/s and the Promoter shall, immediately after 29. the execution of this Agreement as well as Deed of Assignment/ Transfer / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoter of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Assignment/ Transfer vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoter will attend such office and admit execution thereof.

30. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are

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required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

31. ENTIRE AGREEMENT:

This Agreement, along with its schedules, Annexure/s, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/Property /building, as the case may be.

32. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

34. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as 'p per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoter in the case of one Purchaser(s) / Allottee(s) shall not be construed

to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoter in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoter of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoter.

35. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoter does not create a binding obligation on the part of the

Promoter or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) signs and delivers this Agreement with all

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the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) / Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) / Allottee(s) without any interest or compensation whatsoever.

38. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and same shall be subject to terms and conditions mentioned herein.

39. JOINT ALLOTTEES:

That in case there are Joint Purchaser(s) / Allottee(s) all communications shall be sent by the Promoter to the Purchaser(s) f_{12} Allottee(s) whose name appears first and at the address given by

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him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser(s) / Allottee(s).

40. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter himself / themselves or through his/ their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoter the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Karjat.

41. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

FIRST SCHEDULE ABOVE REFERRED

All those piece and parcel of land situated lying at **VILLAGE** - **Mamdapur**, and being within the limit of Karjat Municipal Council, Taluka Karjat, District and Division of Raigad, and within the jurisdiction of Sub-Registrar Karjat and which is more particularly described in the Revenue Records as under-

SURVEY NO. AND HISSA NO.	PLOT NO.	AREA SQ. MIT.	ASSESSMENT Rs. Ps.
151	12	434.00	0.0



SECOND SCHEDULE ABOVE REFERRED TO (The said Premises)

Flat No.302, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT" land bearing Survey Number and Hissa Number 151, Plot No.12, at Village Mamdapur Taluka Karjat, District – Raigad lying and located on the part of Property more particularly described in the first herein.

SIGNED AND DELIVERED BY THE) WITHINNAMED THE PROMOTER) THE WITHINNAMED "DEVELOPER") 1)MR. SEAHJAD AHMED SIDDIQUI "M/S DECENT BUILDERS & DEVELOPERS")

РНОТО	NAME	SIGN AND THUME
	MR. SEAHJAD AHMED SIDDIQUI (PAN NO.BAKPS1764C)	ABD - Company of the second se

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED PURCHASER/S

PHOTO	NAME	SIGN AND THUMB
	MR.BHAVESH MAHENDRAKUMAR VORA (PAN NO. AACPV1738J)	Per .



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In the presence of Witness..

РНОТО	NAME and ADDRESS	SIGN AND THUMB
	MR.JAID SHAIKH Add :- Neral Khanda, Tal.Karjat,Dist.Raigad 410101.	JSnull's
	MR.SHABAZ ALI KHAN Add :- Khairani Road, Sakinaka, Mumbai 400072	K.shabaz



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Web-www.zpraigad.maharashtra.gov.in E-mail-<u>ndtrzp@gmail.com</u> दुरष्यनी क्रमांक - 02141-222232 फैक्स क्रमांक:- 02141-222076 / 222070

प्रति,

श्री. सुंवर अ. मंगतानी, ब्लॉक नंबर १०८४, रुम नंबर १, ओ.टी. सेक्शन, उल्हासनगर - ४२१ ००३.



ग्रामपंचायत विभाग

जा.क/राजिप/ग्रापं/नेसंविप्रा/೨७೨/२०१७

नेरळ संकुल विकास प्राधिकरण कक्ष

विषय:- नेरळ संकुल विकास प्राधिकरणामध्ये मौजे ममदापूर ता.कर्जत जि. रायगड येथील सर्वे नंबर १५१ भूखंड क्रमांक १२ या जमीन मिळकतीवर बांधकाम परवानगी मिळणेबाबत.

संदर्भ:-

१. आपले कडील प्रस्ताव दिनांक ३०/११/२०१२ आणि ३०.१०.२०१५

- २. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांचे कार्यालयाकडील पत्र क्रमांक ससंनर - राअ / बां.प. / मौजे ममदापूर / ता.कर्जत / स.नं.१५१ / १२ / २४३१, विनांक ०५/०६/२०१३.
- तहसिलदार, कर्जत यांचे कार्यालयाकडील बिनशोतीचे आदेश क्रमांक ८१ / अलओनओ/ असआर/३१८,दिनांक २५/०८/१९८१.
- ४. तहसिलदार, कर्जत यांचेकडील पत्र क्रमांक मशा/बांधकाम परवानगी/कात.१/१५०७/२०१३ दिनांक ०७/०९/२०१३.
- ५. ग्रामपंचायत, ममदापूर यांचेकडील ना हरकत दाखला (मासिक सर्वसाधारण सभा ठराव क्रमांक १०(१) दिनांक ३१/०५/२०१२) जावक क्रमांक ५२/१ दिनांक ०५/०९/२०१३.
- ६. या कार्यालयाचे तांत्रिक अधिकारी यांनी प्रस्तावाधिन भूखंडाची स्थळ पाहणी करन दिलेला तांत्रिक छाननी अहवाल दिनांक १७/०६/२०१३.
- ७. स्थायी समिती सभा ठराव क्रमांक २५० दिनांक २६/०४/२०१३.
- ८. स्थायी समिती सभा ठराव क्रमांक ३२८ दिनांक १७/०७/२०१३.
- ९. याकार्यालयाकडील जाक्र.राजिप/ग्राप/नेसविप्रा/३१५/२०१४ दिनांक १०/१०/२०१४ रोजीचे बांधकाम परवानगी आदेश.
- १० सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांचे कार्यालयाकडील पत्र क्रमांक ससनर-राअ/बां.प./मौजे ममदापूर/ता.कर्जत/नविन स.नं.१५१/भू.क.१२/९७९ दिनांक २६/०४/२०१६.
- ११ कार्यालयीन मंजूर टिप्पणी विनांक २६/०४/२०१७.

उपरोक्त संदर्भ क्रमांक १ अन्वये आपण विषयांकित मिळकतीवर बांधकाम परवानगी मिळण्यांबत प्रस्ताव सादर केलेला आहे. ज्या अर्थी महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ (१९६६ चा २७वा) चे कलम २ चा उपखंड (१५) (सी)(१)सहखंड १९ चे अनुसार मा. संचालक, नगर रचना, महाराष्ट्र राज्य, पुष्ठ हे त्यांना शासन, नगर विकास व आरोग्य विभाग, अधिसूचना क्रमांक टीपीएस-३१७७-१९८९-युडी-६, दिनांक १०२२/१९७९ अन्वये प्रदान केलेल्या शक्तीचा वापर करुन रायगड जिल्हा परिषदेस रायगड जिल्हयातील नेरळ डॉमिस्स टाक्न्नशिपच्या क्षेत्राकरिता उपरोक्त अधिनियमाखाली नियोजन प्राधिकरणाच्या शक्ती वापरण्याची परवानगी दिली आहे.

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ज्या अर्थी रायगड जिल्हा परिषदेने सर्वसाधारण सभा दिनांक ०९/०७/२०१० ठराव क्रमांक ५५८ व दिनांक १३/१२/२०१० ठराव क्रमांक ६२९ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांची नगर रचना अधिकारी म्हणून नेमणूक करणेंत आली आहे.

ज्या अर्थी उपरोक्त संदर्भिय २ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी नियोजित बांधकामाच्या नकाशाची छाननी करुन व योजनेच्या विकास नियंत्रण नियमावली अनुसार विषयांकित जागेत शर्तींना अधिन सहून बांधकाम परवानगी देणेबाबत शिफारस पत्र दिलेले आहे.

ज्या अर्थी उपरोक्त संदर्भिय ३ अन्वये तहसिलदार, कर्जत यांनी प्रस्तावित भूखंडाचे रेखांकनास बिनशेती मंजूरी दिलेली आहे. तसेच संदर्भिय ४ अन्वये प्रस्तावित भूखंडाचे बिनशेती आदेश व्यापगत नसल्याबाबत व मालकी हक्काबाबत वाद-विवाद नसल्याबावत तहसिलदार, कर्जत यांनी या कार्यालयाकडे अहवाल सादर केलेला असून त्यामध्ये अर्जदार यांनी मंजूरीसाठी प्रस्तावित केलेल्या भूंखडावर येण्या-जाण्यासाठी रस्ता उपलब्ध आहे. सदर जमिनीवर वन खात्याच्या तरतुदी लागू नाही अथवा २२ अ खालील चौकशी प्रलंबित नाही. सदर जमिनीवर जाणारा रस्ता वनखात्याच्या जमिनीमधून जात नाही. सदर जमिनीसाठी आदिवासी खातेदारांचा संबंध नाही. सदर जमिनीमधून गटार अथवा पाण्याची पाईपलाईन जात नाही तसेच जमिनीवरुन अतिउच्च दाबाची विद्युतवाहिनी जात नाही असे

ज्या अर्थी उपरोक्त संदर्भिय ५ अन्वये ग्रामपंचायत, ममवापूर ता. कर्जत यांनी त्यांचे ग्रामपंचायत हदीमध्ये बांधकाम करणेसाठी ना-हरकत दाखला दिलेला आहे.

ज्या अर्थी उपरोक्त संदर्भिय ६ अन्वये या कार्यालयाचे तांत्रिक अधिकारी यांनी प्रस्तावाधिन भूखंडाची स्थळ पाइणी करुन तांत्रिक छाननी अहवाल सादर केलेला आहे.

ज्या अर्थी उपरोक्त संदर्भिय ७ अन्वये नेरळ संकुल विकास प्राधिकरणातील बांधकाम परवानगीचे प्रस्ताव सहाय्यक संचालक, नगर रचना यांचेकडून छाननी व पडताळणी होऊन प्राप्त झाल्यानंतर सदरची प्रकरणे प्रामपंचायत विभागाने जिल्हा परिषद स्तरावर करावयाची कार्यवाही करुन प्रत्येक प्रकरणाची छाननी व पडताळणी करुन सर्व बार्बीची पुर्तता झालेली असल्यास असे प्रत्येक प्रकरण मंजूरीसाठी स्थायी समिती समोर ठेवणे. स्थायी समितीने ठरावाद्वारे मान्यता दिल्यानंतर या प्रकरणी मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांनी उप मुख्य कार्यकारी अधिकारी(प्रा.पं.) हे संबंधित विभाग प्रमुख असल्यामुळे त्यांनी निर्देशित केलेमुळे उप मुख्य कार्यकारी अधिकारी (प्रा.पं.), रायगड जिल्हा परिषद, अलिबाग यांनी मा. मुख्य कार्यकारी अधिकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांची बांधकाम परवानगीचे प्रारुप आदेशासह मान्यता घेऊन बांधकाम परवानगी आदेश उप मुख्य कार्यकारी अधिकारी (प्रा.पं.) यांनी त्यांचे स्वाक्षरीने निर्गमित करणेंची कार्यवाही करणेबाबत स्थायी समिती

त्या अर्थी उपरोक्त संदर्भिय ८ अन्वये स्थायी समिती, रायगड जिल्हा परिषद, अलिबाग यांनी बांधकाम परवानमी देपोबाबत मंबूरी दलेली आहे.

अही उपरोक्त सेर्मिय ९ अन्वये याकार्यालयाकडील बांधकाम परवानगी आदेशासह देणेत आलेली

में जिल्या अर्थी उपरोक्त संदर्भिय १० अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी नियोजित बांधकामाच्या नकाशाची छाननी करुन व योजनेच्या विकास नियंत्रण नियमावली अनुसार विषयांकित जागेत शतींना अधिन रोटून सुधरित बांधकाम परवानगी देणेबाबत शिफारस पत्र दिलेले आहे.

ओणि ज्याअर्थी उपरोक्त संदर्भिय ११ अन्वये कार्यालयीन टिप्पणी प्रारुप आदेशासह मंजूर करणेंत आलेली

65. W 2035

Page 2

त्या अर्थी सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांच्या अटी व शर्तीना अधिन राहून त्यांनी दिलेल्या ना-हरकत / शिफारस पत्रानुसार रायगड जिल्हा परिषद, अलिबाग आपल्या उपरोक्त संदर्भिय क्रमांक १ अन्वये विषयांकित मिळकतीवरील सादर प्रस्तावास खालील नमूद केलेल्या क्रमांक <u>१ ते ३१ अटी व</u> <u>शर्ती</u> बंधनकारक ठेवून नगर रचना विभागाने सोबतच्या मंजूर नकाशाप्रमाणे निवासी कारणाकरिता इमारतीचे बांधकाम करणेंस परवानगी देण्यांत येते.

Name of Applicant	श्री. सुंदर आसनदास मंगतानी
Name of Owner	श्री. सुंदर आसनदास मंगतानी
Name of Builder	श्री. सुंदर आसनदास मंगतानी
Total Plot Area (as per 7/12)	434.00 m ²
Total Plot Area (as per T.I.L.R)	434.00 m ²
Area as per demarcation	434.00 m ²
Area as per possession	434.00 m ²
Area Under Existing Village Road	17 - 1
Area Under Road Widening	
Area Under Non Buildable	
Net plot area for F.S.I. calculation	437.00 m ²
F.S.I. permissible	1.20
F.S.I. being utilized now	1.19
Built-up area permissible	520.80 m ²
Total Built-up area proposed	518.97 m ²
Previously sanctioned	431.75 m ²
New to be Proposed	87.22 m ²
	Name of OwnerName of BuilderTotal Plot Area (as per 7/12)Total Plot Area (as per 7/12)Total Plot Area (as per T.LL.R)Area as per demarcationArea as per demarcationArea as per possessionArea Under Existing Village RoadArea Under Road WideningArea Under Non BuildableNet plot area for F.S.I. calculationF.S.I. permissibleF.S.I. being utilized nowBuilt-up area permissibleTotal Built-up area proposed

बांधकाम परवानगी देणेंत येत असलेल्या प्रस्तावाचा छाननी तक्ता खालील प्रमाणे आहे.

इमारतीचे बांधकाम पूर्ण झाल्यावर सदर इमारतीसाठी आवश्यक ती पाणी पट्टी आणि घरपट्टी रक्कम मानुसार प्रामपंचायत ममबापूर ता. कर्जत यांचेकडे जमा करणे आपणांस बंधनकारक राहिल.

मारत बांधकाम करित असतांना इमारत बांधकामाचे साहित्य सार्वजनिक स्वरुपाच्या रस्त्यावर व गटारात जर नाही याची दक्षता घेणेंत यावी. अशा प्रकारे इमारत बांधकाम साहित्य रस्त्यावर अथवा इतर सार्वजनिक वर आढळून आल्यास आपणांस कारवाई करणेबाबत संबंधित विभागास कळविणेंत येइल किंवा इमारत धकाम परवानगी रह करण्याबाबतची कारवाई सुध्दा करणेंत येईल याबाबतची नोंद घेणेंत यावी मि बांधकाम सुरु असतांना जागेवरील रिकामे गाळे / सदनिका यांची संरक्षणाची जबाबदारी संबंधित जमीन मालक

/ भूखंडधारक / विकासक / गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होक नये म्हणून भूखंडधारकाने भूखंडाभोवती नियमाप्रमाणे भिंतीचे कुंपन बांधून त्याठिकाणी अनुचित प्रकार होणार नाहीत यांची दक्षता घ्यावी. गैरकृत्य करतांना आढळल्यास संबंधितांवर कायदेशीर कारवाई करणेंत येईल यांची नोंद घ्यावी

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विषयांकित भूखंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) ही रस्ता आणि Sewer Line यांच्या पेक्षा भरणीकरुन उंच करुन घ्यावी.

इमारतीचे सांडपाणी, मैला आणि पावसाळयाचे पाणी यांचा निचरा योग्यप्रकारे होऊन भूखंडामध्ये पाणी साचणार नाही याप्रमाणे भूखंड समपातळीत तयार करणेंत यावा.

इमारतीचे बांधकाम करणारे मजूराकरिता तात्पुरत्या निवासासाठी शेड उभारणेंत यावी. तसेच आरोग्याच्या दृष्टीकोनातुन सदरहू शेडलगत स्वच्छतागृह बांधणेंत यावीत. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदरच्या शेड भूखंडधारक / विकासक यांनी स्वखर्चाने काढून टाकणेंत यावीत.

इमारतींचे बांधकाम हे मंजूर नकाशा प्रमाणेच करणेंत यावे. मंजूर बांधकाम नकाशामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे असल्यास महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ मधील तरतुर्दीनुसार रायगड जिल्हा परिषद, अलिबाग यांचेकडून सुधारित बांधकाम नकाशे मंजूरी घेणे आवश्यक राहिल. मंजूर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुर्दीनुसार कारवाईस पात्र राहिल याची नोंद घ्यावी.

इमारत बांधकाम सुरु करणेपूर्वी जमीन मालकाचे नांव, बांधकामाचाबाबतचा तपशील, बांधकाम परवानगीचा क्रमांक व तारीख, वास्तुविशारदाचे नांव, स्थापत्य विशारदाचे नांव व ठेकेदाराचे नांव दुरध्वनी क्रमांकासह दर्शविणारा फलक बांधकाम क्षेत्रात लावण्यांत यावा. या बाबतची माहिती रायगढ जिल्हा परिषद, अलिबाग यांचेकडे सादर करणेंत यावी.

प्रस्तुत इमारत बांधकाम परवानगीचा कालावधी हे आदेश निर्गमित केलेल्या दिनांकापासून एक वर्षांचा राहिल. तसेच सदरच्या इमारतीचे बांधकाम एक वर्षाच्या आंत पूर्ण झाले नाही तर उर्वरित इमारत बांधकामासाठी जिल्हा परिषदेची परवानगी घेणे बंधनकारक राहिल.

सदरह इमारत बांधकामासाठीच्या अटी व शतीं खालील प्रमाणे:-

- १. उक्त संदर्भिय २ मध्ये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी शर्त क्रमांक ७ मध्ये नमूद केलेप्रमाणे प्रथम विषयांकित भूखंडांचे एकत्रिकरण महसूल विभागाकडून करुन घेऊनच जोत्याचे बांधकामाला सुरुवात करणेंत यावी. अन्यथा जोत्यावरील बांधकामाला परवानगी देणेंत येणार नाही.
- शासनाने अ, ब व क वर्ग नगर परिषदेसाठी प्रसिध्द केलेल्या प्रारुप विकास नियंत्रण नियमावलीतील नियम क्रमांक ६.८ नुसार अर्जदाराने / विकासकाने प्रकल्प पूर्ण होण्यापूर्वी रस्ते, Storm Water Drains, Sewer Line, Water Supply Line इत्यादी व इतर आवश्यक पायामूत सुविधा विकसित करणे अनिवार्य आहे.
- शासनाने अ, ब व क वर्ग नगर परिषदेसाठी प्रसिध्द केलेल्या प्रारुप विकास नियंत्रण नियमावलीतील नियम क्रमांक १३.३.२ मध्ये खालील प्रमाणे नमूद केलेले आहे.

on sanction of the development permission, the common plot shall deemed to have vested in the society / Association of the residents / Occupants. The recreational open spaces shall not be sold to any other person & it shall not be put to any other user accept for the common use of residents / occupants. अ उपरोक्त नमूद केल्याप्रमाणे खुल्या जागेचा (recreational open space) वापर हा residents / occupants च्या समाईक वापराकरिता करणेंत येणे बंधनकारक राहिल.

वरील जागेचा व वियोजित इमारतीचा वापर रहिवास या कारणासाठी करण्यांत यावा. व बांधकाम मंजूर नकाशाप्रमाणे असावे.

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Page 4

- ६. मंजूर नकाशा प्रमाणे इमारतीच्या जोत्यापर्यंतचे काम पूर्ण झालेवर या जोत्याची तपासणी या कार्यालयाकडून करुन घेऊन त्याबाबतचे प्रमाणपत्र सादर करणे बंधनकारक असून त्यानंतर जोत्यावरील बांधकामास परवानगी देणेंत येईल.
- ७. प्रस्तुत प्रकल्पात प्रस्तावित LIG/EWS आणि MIG सदनिकांचे एकत्रिकरण अनुज्ञेय असणार नाही.
- ८. इमारतीच्या बांधकामामध्ये Rain Water Harvesting ची आवश्यक ती तरतुद करणे बंधनकारक राहिल.
- स्थल दर्शक नकाशावर दाखविल्याप्रमाणे नियोजित बांधकामापासून पुढील, मागील व दोन्ही बाजूची अंतरे प्रत्यक्षात जागेवर असली पाहिजेत. त्या खालील जागा कायम खुली ठेवाबी.
- १०. नियोजित बांधकामाचे भूखंडातील अस्तित्वातील अन्य बांधकामे धरुण एकूण क्षेत्र भूखंड क्षेत्राच्या ०१.०० चटई क्षेत्र निर्देशांकाप्रमाणे प्रत्यक्ष जागेवर कमाल राहिले पाहिजे.
- ११. विषयांकित भूखंडावरील इमारतीचे बांधकाम हे नकाशावर नमूद केल्याप्रमाणे तळ + ४ मजले आणि उंची १४.४५ मीटर यापेक्षा जास्त असू नये.
- १२. नियोजित इमारतीसाठी आवश्यक असलेल्या पाण्याची सोय, सांडपाण्याची सोय, मैला आणि घनकचरा निर्मूलनाची व्यवस्था भूखंड धारकाने / विकासकाने करणे बंधनकारक राहिल.
- १३. पिण्याच्या पाण्याच्या स्र्वोत (Source) पासून सेप्टीक टॅंकचे अंतर हे किमान १२.०० मीटर असणे आवश्यक आहे.
- १४. प्रकाश व वायुविजन यासाठी ठेवलेल्या खिडक्यांचे क्षेत्र हे खोलीच्या क्षेत्राच्या १/६ पेक्षा कमी असू नये.
- १५. नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाच्याही वहिवाटीचा हक्काचा भंग होणार नाही याची जबाबदारी अर्जदार / मालकाने घेणे आवश्यक आहे.
- १६. विषयांकित भूखंडावर बांधकाम करतांना IS CODE-13920-1993 भूकंपरोधक RCC डिझाईननुसार बांधकाम घटकांचे नियोजन अर्हताप्राप्त स्ट्रक्चरल इंजिनियर यांचेकरुन करुन घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतीचे बांधकाम पूर्ण करणे भूखंडघारक / विकासक यांचेवर बंधनकारक राहिल.
- १७. इमारतींचे बांधकाम हे राष्ट्रीय इमारत बांधकाम सांकेतांकाप्रमाणे (National Building Code) करणेंत यावे. तसेच भूखंडासभोवतालच्या रहिवाशांना कोणताही जास होणार नाही याची काळजी भूखंडधारक / विकासक यांनी घेणे बंधनकारक आहे.
- १८. इमारत बांधकामाचे वेळी कोणत्याही प्रकारचा अपघात घडून दुखापत झाल्यास त्याची संपूर्ण जबाबदारी ही भूखंडघारक / विकासक यांचेवर राहिल.

- ९. इमारत बांधकाम करतांना कोणत्याही प्रकारची अस्तित्वातील गटारे, रस्ते व पाणी पुरवठा योजना इत्यादींचे नुकसान झाल्यास त्याची भरपाई ही भूखंडधारक / विकासक यांनी करावयाची आहे.
 - नियोजित इमारतीचे जागेवर जर जून्या इमारतीचे बांधकाम तोडावयाचे असल्यास अशी जूनी इमारता ह तोडल्यानंतर ग्रामपंचायतीने दिलेल्या निर्देशानुसार निधालेल्या साहित्याची विल्हेवार अखंडधारक 7 विकासक यांनी करावयाची आहे.
- २१. शासन परिपत्रक उद्योग दर्जा व कामगार विकास याजकडील दिनांक २६ ऑक्टोंबर २००९ विन्वर्य बांधकामाच्या एकूण मुल्यानूसार (जमिनीचे मूल्य वगळून) एक टक्का (१%) कामगार कल्याण उपकर स्तक्म कामगार कल्याण मंडळाकडे धनाकर्षाने नियमानूसार जमा करणे विकासकावर बंधनकारक राहील.
- २२. नियोजित इमारत बांधकामाचा प्रगती अहवाल दर दोन महिन्यांनी रायगड जिल्हा परिषदेला सादर करणे बंधनकारक असून अहवाल सादर न केल्यास भोगवटा प्रमाणपत्र देणेत येणार नाही.

Page 5

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- २३. उपरोक्त संदर्भिय ४ अन्वये तहसिलदार, कर्जत यांनी अहवालामध्ये नमूद केल्याप्रमाणे बिनशेती आदेशातील भंग केलेल्या अटींपोटी दंडाची रक्कम तहसिलदार, कर्जत यांचेकडे भरणा करणे बंधनकारक राहिल अन्यथा जोत्यावरील बांधकामाला परवानगी देणेंत येणार नाही.
- २४.उक्त संदर्भिय १ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी निर्गमित केलेल्या सूचनांचे तंतोतंत पालन करणे बंधनकारक राहिल. सदरची छायांकित प्रत सोबत जोडलेली आहे.
- २५. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ आणि महाराष्ट्र जिल्हा परिषदा व पंचायत समित्या अधिनियम, १९६१ मधील कोणतेही नियम, अटी व शर्ती यांचे उल्लंघन केल्यास सदरची इमारत बांधकामाची परवानगी रह करणेंत येईल.
- २६. नियोजत इमारत बांधकामासाठी सरकारी प्राधिकरण जसे मुंबई महानगर प्रादेशिक विकास संस्था सारख्या इतर प्राधिकरणांचा यांचा ना-हरकत दाखला आवश्यक असल्यास तो घेणे नियमानुसार बंधनकारक राहिल.
- २७. प्रस्तावित प्रकल्पाच्या समोरील अस्तित्वात / नियोजित रस्ता विकासकाने भोगवटा प्रमाणपत्र प्राप्त करुन घेण्यापूर्वी विकसित करुन ग्रामपंचायतीकडे हस्तांतरित करावा.
- २८- प्रस्तावित प्रकल्पातील सदनिका / गाळयांची विक्री भूखंडधारक / विकासक यांना प्राधिकरणाचे भोगवटा प्रमाणपत्र प्राप्त करुन घेतल्याशिवाय करता येणार नाही.
- २९. विषयांकित भूखंडाबाबत कोणताही कायदेविषयक वाद-विवाद निर्माण झाल्यास त्याबाबतचा निपटारा करण्याची जबाबदारी भूखंडघारक / विकासक यांची सर्वस्वी राहिल.
- ३०. भूखंडधारक / विकासकयांनी सादर केलेली माहिती चूकीची अथवा दिशाभूल करणारी आढळल्यास ही परवानगी रह समजर्णेत यावी.
- ३१. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी छाननी व पडताळणी अभिप्रायात दिलेल्या अटि व शर्ती भूखंडधारक / विकासक यांना बंधनकारक राहतील.



मा. मु.का.अ. यांचे मान्य टिप्पणीनुसा

मुख्य कार्यकारी अधिकारी (ग्रा.पं.) रायगढ जिल्हा परिषव, अलिबाग

प्रतः माहितीस्तव सविनय सावर.

- १. मा. जिल्हाधिकारी, रायगड-अलिबाग.
- २. मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग.
- ३. मा. सदस्य सचिव, स्थायी समिती तथा उप मुख्य कार्यकारी अधिकारी (सा.प्र.), रायगड जिल्हा परिषद • अलिबाग.

प्रतः माहिती तथा पुढील कार्यवाहीसाठी रवाना.

- सहायके स्वालक, नगर रचना, रायगड-अलिबाग.
- २. कार्यकोरी ओपियंता (बांध. / ग्रापापु), रायगड जिल्हा परिषद, अलिबाग. ३. तहसिलदार, जार्गत जि. रायगड.
- ४. गट विकास झुणिकारी, पंचायत समिती, कर्जत जि. रायगड.
- ५. उपअभियंता (बांध./लपा), रायगड जिल्हा परिषद उपविभाग, कर्जत जि. रायगड.
- ६. सरपेंच ग्राम विकास अधिकारी, ग्रामपंचायत, ममदापूर ता. कर्जत जि. रायगड.

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P. Dukare B.A., LL.B. ADVOCATE HIGH COURT MAFI 89 / 2001

Ref. No. :



 Room No. 101, Ground Floor, Prabhat Darshan Apt. Behind Divya Deep Hotel, Khanda, NERAL, Tal. Karjat, Dist, Raigad, Pin.- 410101.

* Mob. : 9881279817 • e-mail : apdukare@gmail.com

Date :



Report regarding the title of the following persons in respect of Non Agricultural land property situated at village Mamdapur, Tal. Karjat, Dist. Raigad and more particulary described as below :-Non Agricultural land situate at Village M

Name of the Owner	SNo	vmage Ma	mdapur, Tal. Ka	riat Dive -
	5.NO.	Plot No.	AREA	riat, Dist. Raigad
Sundar Asandas			Sq.mtrs.	ASSESSMENT
Mangatani	151	12	424 0	Rs.P.
The ober			434 Sq.mtrs.	43.40

The abovesaid Non Agricultural land as including all right and interest there in.

I have investigated the title of above said person with respect to above-mentioned Non Agricultural land property. In this regard I have perused the revenue records such as 7x12, 8A extract and mutation extract, which were furnished to me for my inspection.

The details of the documents perused : 2)

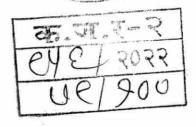
a) 7/12 extract relating to above described land property. b) Index II Registers for the years 1988 to Aug.2017 property.

3)

The flow of the title of land property

Mutation extract no.1285 of dated 01.06.1982

On perusal of mutation extract no.1285 it is transpired that the land property of which the above mentioned plot property is the piece and parted was previously agriculture land property But The Tahsildar Disarjat had given N.A. permission vide its H. no. 81/ LNA/SR/318 Dated 25/08 1981 to Monaji Ratansi Madhavani and thus above land property was converted into N.A. plots properties. Thus said agriculture land was converted into plots And abovementioned plot No.12 area admeasuring 434 Sq. mars. is the said plots properties. The effect of the said conversion of Agricultural land into N.A. plots had been given to 7x12 extract vide M.E.no.1285 which was sanctioned by the Circle Inspector on dated 19.06.1982



P. Dukare B.A., LL.B. DVOCATE HIGH COURT MAH 39 2001





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* Mob. : 9881279817 • e-mail : apdukare@gmail.com

Date :

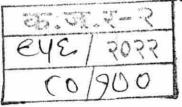
Mutation extract no.1387 of dated 10.06.1983

On perusal of mutation extract no.1387 it is transpired above said plot property was purchased (Plot no.12 Area 434 Sq.mtrs.) by Vasanji Lalaji Shaha from Monaji Ratansi Madhavani by registered sale deed on dated 17.11.1981 The effect of the above sale given to 7/12 extract vide M.E.no.1387 which was sanctioned by Circle Inspector on dated 31.07.1983 The above said persons have become the owners of above mentioned plot property and are in exclusive possession of the same. Mutation extract no.2274 of dated 28.10.2003

On perusal of mutation extract no.2274 it is transpired that it was necessary to give Hissa numbers to 7x12 extract consecutively for the no.C.L.R./2001/Pra.Kra.4/part-1/L.1 cell Date 13/11/2003 from the Maharashtra Govt.Revenue & Forest Department. On as according to above said order from the Government. The Tahsildar Karjat has issued an order No.Kat 1/RTS/03 dated 25/08/2003 to give new hissa numbers to the present Hissa Numbers of S.No. of village Mamdapur, Tal. Karjat, Dist. Raigad And on the basis of said order the old S.no. & H.No.have been changed into new S.no. & H.No. The effect of the above said change or amendment has been given to 7x12 extract of S.No. & H.no. of village Mamdapur, Tal. Karjat, Dist. Raigad vide M.E.no.2274 which is sanctioned Mutation extract no.3185 of dated 03.04.2012

On perusal of mutation extract no.3185 it is transpired that above said N.A. property was purchased by Sunder Asandas Mangatani from 1) Vasanji Lalaji Shaha by registered sale deed (Sr.No.2065/2012) on dated 03.04.2012 The effect of the above said sale was given to 7/12 extract vide M.E.ne.3185 which was sanctioned by Circle officer Neral on dated The above said bersons have become the owners of above mentioned plot property and are in exclusive possession of the same. The above said NA.plots owners 1) Sunder Asandas Mangatani have

executed a Development Agreement in respect of above mentioned N.A. Land property in favour of 1) Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui on dated 25,04.2017 The said Development is registered at the office of Sub



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Ref. No. :

Date :

And in pursuance of said Development the above said land owners have - 3 interest the development work of the building along with the right of sale of their share of 60% of the total developed area on the said plot of land the Flats/shops author premises to the developers And all powers in respect of above-mentioned N.A.land property in favour of Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui said by executing a registered power of Attorney on dated 25.04.2017 The said power of Attorney is registered at the office of sub Registrar at Karjat as Sr.no.1777/2017 Search of Registration Index :

I have also taken the necessary search of the registration index at the office of Sub Registrar at Karjat for the period of 30 years i.e. 1988 to 2017 The details of the index II Registers and entries are as under :-

V.		ander :-
Year	Particulars of Index II register	Entry
1988	Torn Condition	
1989	Torn Condition	NIL
1990	Torn Condition	NIL
1991	Torn Condition	NIL
1992	Torn Condition	NIL
1993	Torn Condition	NIL
1994	Torn Condition	NIL
1995	Torn Condition	NIL
1996	Torn Condition	NIL
1997	Torn Condition	NIL
1998	Torn Condition	NIL
1999	Torn Condition	NUT ME SUD
2000	Torn Condition	VME BOD DUTY TO
	Computerized Index II Reg.	UNIL HE NIL NIL
2001	Computerized Index II Pag	
2002	Computerized Index II Reg	HE NIL AND A
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2004	Computerized Index II Reg.	. NIBत्यमेव जयते
2005	Computerized Index II Reg.	NHE TAT ??
2006	Computerized Index II Reg.	NIE
2007	Computerized Index II Reg.	MIL T
2008	Computerized Index II Reg.	NH HAVE
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P. Dukare B.A., LL.B. DVOCATE HIGH COURT 1.1AH 89-2001



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Ref. No. : ..

Date :

- 4 -

2009	Com	
2010	Computerized Index II Reg.	NITT
2011	Computerized Index II D	NIL
2012	Computerized Index II Reg.	NIL
2012	Sale Deed	NIL
2013	(Sr.No.2065/2010)	
the second s	Computerized Index II D	•
2014	Computerized Index II Reg.	NIL
2015	Computerized Index II Reg.	NIL
2016	Computerized Index II Reg.	NIL
Aug.2017	Development Agreement	NIL
	Sr.No.1776/2017	

On going through the above described index registers which were made available to me in sound and good conditions, I did not find any entry of any kind such as mortgage, lease, lien, sale, gift, agreement for sale, or of any encumbrance which is adverse to the title of abovesaid persons with respect

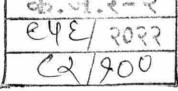
Search Report

Hence on the basis of above said Development Agreement & power of Attorney the rights and interest of the Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui as Developers in my opinion are clear, marketable and free from all encumbrances.

ADVOCATE

Date: 09.09.2017 THE SI CO 8.3

Neral



P. Dukare B.A., LL.B. ADVOCATE HIGH COURT MAH 69 / 2001



 Room No. 101, Ground Floor, "Prabhat Darshan Apt.", Behind Divya Deep Hotel, Khanda, NERAL, Tal. Karjat, Dist. Raigad, Pin.- 410101.

• Mob. : 9881279817 • e-mail : apdukare@gmail.com

Ref. No. :

Date :

TITLE CERTIFICATE

That I have engaged by **Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui** in respect of the property Non-Agricultural Land bearing Survey No.151 Plot No.12 area 434 Sq.mtrs. and lying being and situated village at Mamdapur Tal. Karjat Dist.Raigad. Thereafter public notice was issued in ______ on ______ and a search was caused at the Revenue office as below :-

- i) 7/12 extract dated _____
- ii) (a) Mutation Entry No.3185 dated 03.04.2012 contained therein that Sunder Asanda's Mangatani from Vasanji Lalaji Shaha
 (b) Mutation Entry No.1285 that the said land has been Non-Agricultural as per remarks in 7/12 extract.
- iii) The Tahsildar of Karjat had given N.A.permission vide its H. no. 81/ LNA/SR/318 Dated 25.08.1981

The said 1) Sunder Asandas Mangantani has entered into development agreement with Rajkumar Rajnath Singh & Seahjad Siddiqui duly registered before the office of the Sub-Registrar – karjat registration under serial No.1776/2017 dated 25.04.2017 and power of attorney also duly registered before the Sub-Registrar at Karjat vide its Registration No.1777/2017 dated 25.04.2017

Thus on the basis of the said Development Agreement both Rajkumar Rajnath Singh & Seahjad Siddiqui started the works of development

Neral Date : 15/04/2017



ADVOCATE



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: DECENT APARTMENT, Plot Bearing / CTS / Survey / Final Plot No.: SURVEY NO 151/ PLOT NO 12t Mamdapur, Karjat, Ralgarh, 410101; registered with the regulatory authority vide project registration certificate bearing No P52000018828 of

- 1. Decent Bullders & Developers having its registered office / principal place of business at Tehsil: Karjat, District:
- 2. This renewal of registration is granted subject to the following conditions, namely:-
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

· The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

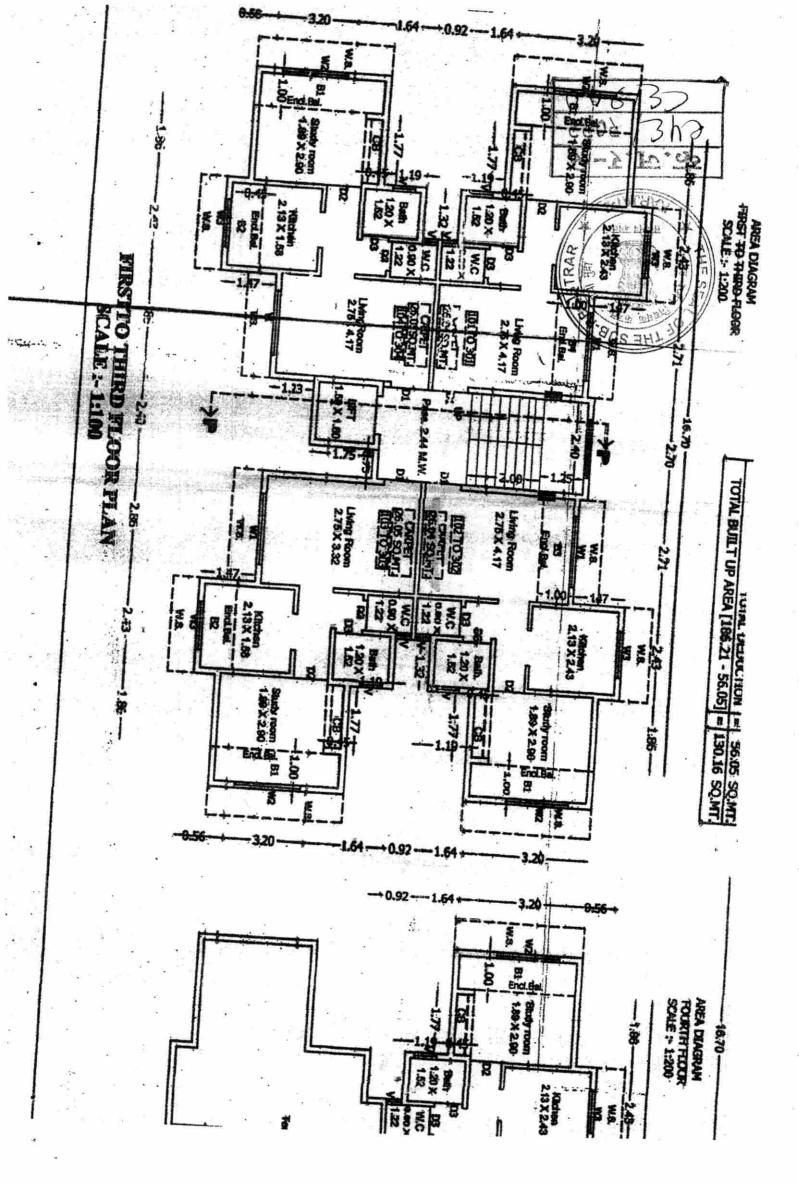
That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to 04/04/2022 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



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Signature valid Digitally Signed by Dr. Vas Signature (Secre Maharashtra Real Estate Regulatory Authority Mana Managed Officer



IIN DEDUCTIONS FOR 434.00 TO AREA OF PLOT HW DR TNEMETATE AERA 6) P) CTALAN 1the ELENO RAP THES Ha 1662 28 3HT Alle Dienie Dienie eren ais of ourse the livest days tore miner and the same A bith A 1957 The alter a state a state and the state a managire "itetan alue mielate statiste HAIGHA (Allela ماطالالنظد الدمعنا فبالع فشددا वांसील शासना आधन पासन व שוני אייז איין איין SUS |- CL. B.R. lere. n. millio (Them IS | SUMMY TEW MINN 18.19 SPHIM. & RD : . ¥t* SNAJ9 90 JAVO999A 90 9MAT8 ۲. . 1